

REQUEST FOR QUOTATION **FAX ON DEMAND**

Arizona Game and Fish Department **Purchasing Office** 5000 West Carefree Hwy Phoenix, AZ 85086

RFO NO.: OF08-037-K

Quotations will be accepted until 5:00

p.m. on April 14, 2008

Page 1 of 11 Date: April 3, 2008

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

Vendor should quote his best net price, FOB including all charges, including applicable taxes. Delivery schedule should be indicated in spaces provided below. Return your quotation promptly to the requesting Region/Branch at the FAX number indicated below. NOTE: The State of Arizona's Uniform Terms and Conditions, and Instructions to Offerors are hereby incorporated by reference. These documents may be accessed at www.azspo.az.gov or by manually calling the State Procurement Office at (602) 542-5511. A copy of these documents are on file and available for review in the Arizona Game and Fish Department Purchasing Office. It is the Offeror's responsibility to obtain the current revision of these documents.

This procurement is expected to be between \$1,000.00 and \$50,000. In accordance with A.R.S. § 41-2535 and A.A.C. R2-7-335 purchase s under \$50,000 are restricted to small businesses. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full-time employees or which had gross receipts of less than \$4 million dollars in its last fiscal year (A.R.S §41-1001-14). BY SUBMITTING A QUOTE IN RESPONSE TO THIS SOLICITATION, AN OFFEROR CERTIFIES THAT IT IS A SMALL BUSINESS AS DEFINED ABOVE.

DELIVERY POINT:

Arizona Game & Fish Dept 5000 West Carefree Hwy Phoenix, AZ 85086

Representative:	John Kane
Phone No.:	623-236-7461
FAX No.:	623-236-7922

VENDOR QUOTATION Unit Extended Unit Qty Description Price Price Item 4X4 Utility Vehicle (UTV), New 2007 or 2008 Polaris Ranger XP 1 1 EA with a Top, brand name or equal as per specifications outlined on page 9 of 10. Year Quoted: Make & Model Quoted: _____ Colors Available: Options: 2 1 EA Cab Top EA Removable windshield 3 1 Extended Warranty 18 months 1 EA Extended Warranty 24 months Extended Warranty 36 months Extended Warranty (other) ____ months THIS SECTION MUST BE COMPLETED BY VENDOR Company Name Address City State Zip Phone # Delivery is promised within calendar days after receipt of an order. If payment is made within days after receipt of goods or services, the buyer is entitled to a discount of _______% on the above-listed price(s). Typed Name and Title Signature Date

Tax ID No._____ "AN EQUAL OPPORTUNITY AGENCY" FAX No.:____



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RFQ NO.: QF08-037-K

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Date: April 3, 2008

DELIVERY POINT: Representative: John Kane Arizona Game & Fish Dept Phone No.: 623-236-7461 5000 West Carefree Hwy FAX No.:___ 623-236-7922 Phoenix, AZ 85086 VENDOR QUOTATION Unit Extended Unit Qty Description Item Price Price Vendor Certification: Small Business A small business concern is defined as a business, including its affiliates, which is independently owned and operated; is not dominant in the field of operations in which it is bidding on State contracts; and can further quality under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administrations. This company is a small business concern. This company is not a small business concern. Minority Business Enterprise A minority business enterprise is defined by Section 3 of the Small Business Act as a small business that is owned and controlled by one or more minorities or women. Owned and controlled means a business that is at least 51 percent owned by one or more minorities or women. In the case of a publicly owned business at least 51 percent of the stock must be owned by one or more minorities or women and the management and daily business operations must be controlled by one or more of said individuals. Minority group members shall consist of those groups defined under Section 8 (a) of the Small Business Act. This company is (Please check all that apply): African American Native American Asian Other Woman-Owned Hispanic NOTE: PRICE INCLUDES ALL DELIVERY & INSTALLATION CHARGES. NO ADDITIONAL CHARGES WILL BE ALLOWED. ALL ACCESSORIES SHALL BE INSTALLED TO THE AGFD'S APPROVAL. Subtotal Tax ()% GRAND TOTAL THIS IS NOT A PURCHASE ORDER

VENDOR NOTICE



SOLICITATION NO. QF08-037-K

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1. PURPOSE

The purpose of this solicitation is to purchase a multi-purpose utility vehicle for the Arizona Game and Fish Department (AGFD) in accordance with the requirements of the RFQ.

2. CIVIL RIGHTS NOTIFICATION

The Arizona Game and Fish Department prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the AGFD programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the AGFD Deputy Director, 5000 West Carefree Hwy, Phx., AZ 85086, (623) 236-7290, or the U.S. Fish and Wildlife Service, 4040 N. Fairfax Dr., Suite 130, Arlington, VA 22203. If you require this document in an alternative format, please contact the AGFD Deputy Director as listed above or call TTY at 1-800 367-8939.

3. CIVIL RIGHTS ASSURANCE STATEMENT

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless or race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

NOTE: An Assurance Statement will be required to be signed by an individual, private organization, or institution receiving fish and wildlife conservation assistance under the following circumstances:

- A. If the premises are at any time opened to the public.
- B. If Hunter or Aquatic Resource Education, or any other information/education program sponsored by AGFD, is held on private property.

4. NEW EQUIPMENT

All equipment supplied pursuant to this specification shall be new, unused, current production models equipped as described in the manufacturer's published literature and specification sheets. The equipment specified herein shall be equipped with those items normally supplied in the stream of commerce.

5. BRAND NAME OR EQUAL SPECIFICATION

The brand name or equal specification used in this solicitation is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Any offer which proposes equal quality, design, or performance will be considered if the product offered is identified in the quote, including sufficient technical information, and is determined by the State to be an equal in all material respects to the brand name product referenced in the solicitation. The AGFD shall have sole discretion in determining whether or not the brand quoted is an equal.



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6. **INSURANCE**

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE:

Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

Commercial General Liability ó Occurrence Form
 Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$1	,000,000
Products ó Completed Operations Aggregate	\$	500,000
Personal and Advertising Injury	\$	500,000
Fire Legal Liability	\$	25,000
Blanket Contractual Liability ó Written and Oral	\$	500,000
Each Occurrence	\$	500,000

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)\$ 500,000

The policy shall be endorsed to include the following additional insured language: õThe State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."

- 3. Worker's Compensation and Employers' Liability
 - A. Workers' Compensation Statutory
 Employers' Liability
 Each Accident
 Disease ó Each Employee
 Disease ó Policy Limit

\$ 100,000 \$ 100,000

\$ 100,000

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SPECIAL TERMS AND CONDITIONS

SOLICITATION NO. QF08-37-K

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Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

B. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

ADDITIONAL INSURANCE REQUIREMENTS:

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. <u>NOTICE OF CANCELLATION</u>: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to John Kane, *Arizona Game and Fish Department*, 5000 West Carefree Hwy., *Phoenix*, AZ 85086) and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS</u>: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an õA.M. Bestö rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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SPECIAL TERMS AND CONDITIONS

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All certificates required by this Contract shall be sent directly to John Kane, Arizona Game and Fish Department, 5000 West Carefree Hwy., Phoenix, AZ 85086 The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- F. <u>APPROVAL</u>: Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. <u>EXCEPTIONS</u>: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

7. <u>INDEMNITY</u>

The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions will be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions will be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

If the contractor is the State of Arizona, its departments, agencies, boards and commissions, then the above will not apply.

8. METHOD OF PAYMENT

The vendor shall be paid within 30 days of the receipt of an itemized invoice. All payments shall be made in arrears.

9. WARRANTY

All equipment purchased on this bid shall be purchased from one Contractor. That one Contractor shall be fully responsible for all warranty performance relating to any part or component of the purchased equipment. AGFD will require a minimum of <u>One Year Bumper to Bumper warranty for this vehicle</u>.

10. TRANSPORT

The Contractor shall be fully responsible for the transport of the equipment to and from the AGFD destination point, and for the correction of items of workmanship not in compliance with the specifications.

The Contractor shall be responsible for any loss of or damage to AGFD property while such property is in his possession and/or subject to his control.



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11. DELIVERY

Delivery is desired as soon as possible, but required no later than 30 days after receipt of order.

MFG MSO and invoice, 3 keys, and ownergs manuals must be delivered with the product.

Bid prices will be F.O.B. Destination, including all delivery and installation charges. All risks of transportation and all related charges will be the responsibility of the contractor. All claims for visible or concealed damage will be filed by the Contractor. The State will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

Delivery will be accomplished during normal working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday.

12. ACCEPTANCE

Each item delivered shall be subject to a complete inspection by AGFD prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty calendar days shall be allowed for this process. If delivered equipment is returned to the Contractor prior to acceptance for any reason, additional periods of thirty calendar days shall be allowed for inspection when subsequent deliveries occur.

13. ESTIMATED QUANTITIES

The quantities listed in the RFQ are estimates only. Actual quantities purchased may vary from estimates. The State reserves the right to purchase greater or lesser quantities than indicated without penalty.

14. <u>CONTRACTS ADMINISTRATION</u>

Following award, the Contractor(s) will contact the AGFD Purchasing Office assigned buyer for guidance or direction in contract interpretation or questions regarding the terms, conditions or scope of the contract.

15. CONTRACT MODIFICATIONS

The State and AGFD will reserve the right to modify this contract as circumstances may require without penalty to fulfill the AGFD needs. The Contractor (s) will be notified prior to any changes in the contract.

16. INCLUSIVE OFFERORS

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

17. OFFSHORE PERFORMANCE OF WORK PROHIBITED



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Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

The contractor(s) shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor(s) shall flow down this requirement to all subcontractors utilized during the term of the contact. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor(s) and/or any subcontractor(s) be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to suspension of work, cancellation of contract and suspension and/or debarment of the contractor.

SPECIFICATIONS

SOLICITATION NO. QF08-037-K

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1. PURPOSE

The purpose of this solicitation is to purchase a 4x4 utility vehicle, Polaris Ranger XP or equal for the Arizona Game and Fish Department (AGFD) in accordance with the requirements of the RFQ.

2. <u>DELIVERY</u>

Arizona Game and Fish Department 5000 West Carefree Highway Phoenix, AZ 85086

3. SPECIFICATIONS

The brand name or equal specification used in this solicitation is for the purpose of describing the standard of quality, performance, and characteristics desired, and is not intended to limit or restrict competition. Any offer which proposes equal quality, design, or performance will be considered if the product offered is identified in the bid, including sufficient technical information, and is determined by the State to be an equal in all material respects to the brand name product referenced in the solicitation.

Ranger XP 700 EFI or brand name or equal, to include the following:

3.1. **SPECIFICATIONS:**

RESPONSE

		RESPONSE
3.1.1.	MFG MSO and invoice, 3 keys, and owner's manuals must be product.	e delivered with the
3.1.2.	Street Legal	
	-	
3.1.3.	4 Stroke Engine	
3.1.4.	35 Horse Power Minimum	
3.1.5.	Maximum Speed 40 MPH. or Faster	
3.1.6.	Cooling: Liquid	
3.1.7.	Engine Braking System	
3.1.8.	Starter Electric	
3.1.9.	Hourmeter or Odometer	
3.1.10.	Speedometer	
3.1.11.	Fuel Gauge	

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SPECIFICATIONS

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3.1.12. Fuel Capacity: Minimum 9 to 10 Gallons	
3.1.13. Full Automatic Transmission	
3.1.14. Transmission ó Minimum Forward / Neutral / Reverse	
3.1.15. Drive Train ó Shaft	
3.1.16. On-Demand All-Wheel Drive	
3.1.17. Fully Independent Rear Suspension	
3.1.18. Ground Clearance 11ö or Higher	
3.1.19. Wheels: Cast Aluminum or Stamped Steel	
3.1.20. Brakes ó Foot-activated 4-Wheel Hydraulic Disc	
3.1.21. Tires (Front/Rear) 26 x 8-12 / 26 x 11-12 Radial	
3.1.22. Color ó Green, or Camouflage	
3.1.23. Cab Top	
3.1.24. Windshield	
3.1.25. Hitch ó Minimum 1.25ö Receiver	
3.1.26. Hitch Towing Capacity: 2000 lb. / 907.19 kg	
3.1.27. Seating for Two or Three	

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SPECIFICATIONS

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	INSURER B:					
	INSURER C:					
	INSURER D:					
COVERAGES	INSURER E:					
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CLAIMS MADE OCCUR			MED EXP (Any one person)	s		
·			PERSONAL & ADV INJURY	\$		
GFAM ACCORDANGE			GENERAL AGGREGATE	s	2,000,00	
GEN'L AGGREGATE LIMIT APPLIES PER:			PRODUCTS - COMP/OP AGG	s	2,000,00	
X POLICY PRO-	01.5					
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			BODILY INJURY (Per person)	s	,000,00	
HIRED AUTOS NON-OWNED AUTOS			BODILY INJURY (Per accident)	s		
GARACE LINE TO			PROPERTY DAMAGE (Per accident)	\$		
GARAGE LIABILITY			AUTO ONLY - EA ACCIDENT	\$		
ANYAUTO			OTHER THAN EA ACC	_		
EXCESS LIABILITY			EACH OCCURRENCE	-		
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ESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDO	DRSEMENT/SPECIAL PROVISIO	NS				
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The State of Arizona and		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL (美術教養術養MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,				
Arizona Game & Fish Department						
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